

MONROE COUNTY BOARD OF COUNTY COMMISSIONERS

## CONTRACT SUMMARY

Contract with: Sands of the Keys Contract #             
Effective Date: April 20, 2005  
Expiration Date: April 16, 2009

Contract Purpose/Description:  
Approval of lease for 4 years with Sands of the Keys for a canon image runner.

Contract Manager:	<u>Lisa Druckemiller</u>	<u>5100</u>	<u>Technical Services/5B</u>
	(Name)	(Ext.)	(Department/Stop #)

for BOCC meeting on 4/20/05                      Agenda Deadline: 4/05/05

## CONTRACT COSTS

Total Dollar Value of Contract: \$ 24,096.00 Current Year Portion: \$ 3514.00  
 Budgeted? Yes ☒ No ☐ Account Codes: 001-06002-530-440-  
 Grant: \$ \_\_\_\_\_ - - - - -  
 County Match: \$ \_\_\_\_\_ - - - - -  
 \_\_\_\_\_ - - - - -

### ADDITIONAL COSTS

Estimated Ongoing Costs: \$6,024.00/yr  
(Not included in dollar value above)

For: Lease of Canon image runner 3570  
(eg. maintenance, utilities, janitorial, salaries, etc.)

## CONTRACT REVIEW

	Date In	Changes Needed	Reviewer	Date Out
Division Director		Yes <input type="checkbox"/> No <input checked="" type="checkbox"/>	<i>[Signature]</i>	3/29/05
Risk Management	3-21-05	Yes <input type="checkbox"/> No <input checked="" type="checkbox"/>	<i>M. Slane</i>	3-21-05
O.M.B./Purchasing	03/24/05	Yes <input type="checkbox"/> No <input type="checkbox"/>	<i>[Signature]</i>	3/24/05
County Attorney	3-18-2005	Yes <input checked="" type="checkbox"/> No <input type="checkbox"/>	<i>Anton</i>	3/21/05
Comments:	<i>Venue/Controlling Law Need to be Monroe County FLORIDA; Need a provision re "payment contingent upon annual appropriation."</i>			

## AGENDA ITEM SUMMARY

Revised 2/27/01



## Canon Financial Services, Inc.

## Addendum to Agreement

WHEREAS, Canon Financial Services, Inc. ("CFS") and Monroe County of ("Customer") have determined that it is for their mutual benefit to enter into this Addendum ("Addendum") to the Lease Agreement (whether designated a Lease, Rental Agreement, Master Lease, or otherwise) ("Agreement").

NOW, THEREFORE, for good and valuable consideration, intending to be legally bound, the parties hereto hereby agree as follows:

It is expressly agreed by the parties that this Addendum is supplemental to the Agreement and that the provisions thereof, unless specifically modified herein, shall remain in full force and effect and shall apply to this Addendum as though they were expressly set forth herein.

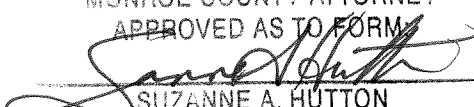
In the event of any conflict or inconsistency between the provisions of this Addendum and any provisions of the Agreement, the provisions of this Addendum shall in all respect govern and control.

The terms and conditions paragraph(s) in the Agreement are changed as follows:

32. Governing Law; Venue; Waiver of Jury Trial: Delete this paragraph in its entirety and replace with "This Agreement has been executed by CFS in, and shall for all purposes be deemed a contract entered into in, the state of Florida. The rights of the parties under this agreement shall be governed by the laws of the state of Florida without reference to conflict of law principles. Any action between customer and CFS shall be brought in any state or federal court located in the county of Monroe, Florida, or at CFS' sole option, in the state where the customer or the equipment is located. Customer, by its execution and delivery hereof, and CFS by its acceptance hereof, hereby waives any right to a jury trial in any such proceedings."

Customer agrees that CFS may accept a facsimile copy of this Addendum as an original, and that facsimile copies of Customer's signature will be treated as an original and will be admissible as evidence. THIS ADDENDUM SHALL BE EFFECTIVE WHEN IT HAS BEEN SIGNED BY CUSTOMER AND ANY GUARANTORS AND ACCEPTED BY CFS.

GUARANTOR(S)	CUSTOMER
By: _____	By: _____
Printed Name: _____	Printed Name: _____
By: _____	Title: _____
Printed Name: _____	
<b>CANON FINANCIAL SERVICES, INC.</b>	By: _____
By: _____	Printed Name: _____
Title: _____	Title: _____
Date: _____	

MONROE COUNTY ATTORNEY  
APPROVED AS TO FORM  
  
SUZANNE A. HUTTON  
ASSISTANT COUNTY ATTORNEY  
Date 4/6/05

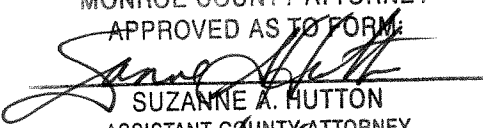


Canon Financial Services, Inc. ("CFS")  
REMITTANCE ADDRESS: P.O. Box 4004  
Carol Stream, Illinois 60197-4004 (800) 220-0200

## MUNICIPAL LEASE AGREEMENT

CFS-1045 (04/03)

AGREEMENT  
NUMBER:

CUSTOMER (FULL LEGAL NAME) <b>Monroe County</b>		DBA	("Customer")	
BILLING ADDRESS	CITY	COUNTY	STATE	ZIP
EQUIPMENT ADDRESS	CITY	COUNTY	STATE	ZIP
EQUIPMENT INFORMATION			NUMBER AND AMOUNT OF PAYMENTS	
Quantity	Serial Number	Make/Model/Description	No. of Pmts.	Total Payment *
1	iR3570		48	402.00
<b>MONROE COUNTY ATTORNEY</b> <b>APPROVED AS TO FORM:</b>  <b>SUZANNE A. HUTTON</b> <b>ASSISTANT COUNTY ATTORNEY</b> Date: <u>4/06/05</u>				
			Term in months: <u>48</u>	* Plus Applicable Taxes
			Payment Frequency:	
			<input checked="" type="checkbox"/> Monthly <input type="checkbox"/> Quarterly <input type="checkbox"/> Other:	

THIS AGREEMENT IS EFFECTIVE ONLY UPON SIGNING BY BOTH PARTIES. THIS AGREEMENT IS NON-CANCELABLE BY CUSTOMER EXCEPT AS DESCRIBED IN THE FISCAL FUNDING PROVISION HEREIN. CUSTOMER REPRESENTS THAT ALL ACTION REQUIRED TO AUTHORIZE THE EXECUTION OF THIS AGREEMENT ON BEHALF OF THE CUSTOMER BY THE FOLLOWING SIGNATORIES HAS BEEN TAKEN.

ACCEPTED	AUTHORIZED CUSTOMER SIGNATURE
<b>CANON FINANCIAL SERVICES, INC.</b> By: _____ Title: _____ Date: _____	By: X _____ Title: _____ Printed Name: _____ By: X _____ Title: _____ Printed Name: _____
<b>ACCEPTANCE CERTIFICATE</b> To: Canon Financial Services, Inc. ("CFS") The Customer certifies that (a) the Equipment referred to in the above Agreement has been received, (b) installation has been completed, (c) the Equipment has been examined by Customer and is in good operating order and condition and is, in all respects, satisfactory to the Customer, and (d) the Equipment is irrevocably accepted by the Customer for all purposes under the Agreement. Accordingly, Customer hereby authorizes billing under this Agreement. Signature: X _____ Printed Name: _____ Title (if any): _____ Date: _____	

### TERMS AND CONDITIONS

- 1. AGREEMENT:** CFS leases to Customer, a \_\_\_\_\_ [state name or political subdivision or agency] of \_\_\_\_\_ [State name] with its chief executive office at \_\_\_\_\_, and Customer leases from CFS, with its place of business at 158 Gaither Drive, Suite 200, Mount Laurel, New Jersey 08054, all the equipment described above, together with all replacement parts and substitutions for and additions to all such equipment (the "Equipment"), upon the terms and conditions set forth in this Lease Agreement ("Agreement"). The amount of each Payment is based on the suppliers best estimate of the cost of the Equipment. Such Payments will be adjusted upward or downward if the actual total cost of the Equipment including any sales or use tax, is more or less than the estimate and, in that event, Customer authorizes CFS to adjust such Payments by up to fifteen percent (15%).
- 2. AGREEMENT PAYMENTS:** Customer agrees to pay in advance to CFS, during the term of this Agreement, (a) the Payments specified under "Number and Amount of Payments" above, and (b) such other amounts permitted hereunder as invoiced by CFS ("Payments") and (c) on Schedule 1 attached hereto. Such Payments are comprised of the principal and interest thereon.
- 3. APPLICATION OF PAYMENTS:** All Payments received by CFS from Customer under this Agreement will be applied to amounts due and payable hereunder chronologically, based on the date of CFS's charge shown on the invoice for each such amount and among amounts having the same date in such order as CFS, in its discretion, may determine.
- 4. TERM OF AGREEMENT:** The term of this Agreement shall commence on the date the Equipment is delivered to Customer, provided Customer executes CFS's Acceptance Certificate or otherwise accepts the Equipment as specified in this Agreement. The term of this Agreement shall end, unless sooner terminated by CFS after an event of default or under the Fiscal Funding provision, when all amounts required to be paid by Customer under this Agreement have been paid as provided. Except as set forth herein, Customer has no right to return the Equipment to CFS.
- 5. NO CFS WARRANTIES:** CUSTOMER ACKNOWLEDGES THAT CFS IS NOT A MANUFACTURER, DEALER, OR SUPPLIER OF THE EQUIPMENT. CUSTOMER AGREES THAT THE EQUIPMENT IS LEASED "AS IS" AND IS OF A SIZE, DESIGN AND CAPACITY SELECTED BY CUSTOMER. CFS HAS MADE NO REPRESENTATION OR WARRANTY WITH RESPECT TO THE SUITABILITY OR DURABILITY OF THE EQUIPMENT, THE ABSENCE OF ANY CLAIM OF INFRINGEMENT OR THE LIKE, OR ANY OTHER REPRESENTATION OR WARRANTY, EXPRESS OR IMPLIED, WITH RESPECT TO THE EQUIPMENT INCLUDING, WITHOUT LIMITATION, THE IMPLIED WARRANTIES OF MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE. Any warranty with respect to the Equipment made by the supplier, dealer, or manufacturer is separate from, and is not a part of, this Agreement and shall be for the benefit of CFS, Customer, and CFS's purchaser or assignee, if any. So long as Customer is not in breach or default of this Agreement, CFS assigns to Customer, solely for the purposes of making and prosecuting any such claim, the rights if any, which CFS may have against the supplier, dealer, or manufacturer for breach of warranty or other representation respecting any item of Equipment. CUSTOMER ACKNOWLEDGES AND AGREES THAT NEITHER THE SUPPLIER NOR ANY DEALER IS AUTHORIZED TO WAIVE OR ALTER ANY TERM OF THIS AGREEMENT, OR MAKE ANY REPRESENTATION OR WARRANTY WITH RESPECT TO THIS AGREEMENT OR THE EQUIPMENT ON BEHALF OF CFS.
- 6. FISCAL FUNDING:** The Customer warrants that it has funds available to pay Payments payable pursuant to this Agreement until the end of its current appropriation period and warrants that it presently intends to make Payments in each appropriation period from now until the end of this Agreement. The officer of the Customer responsible for preparation of Customer's annual budget shall request from its legislative body or funding authority funds to be paid to CFS under this Agreement. If notwithstanding the making in good faith of such request in accordance with appropriate procedures and with the exercise of reasonable care and diligence, such legislative body or funding authority does not appropriate funds to be paid to CFS for the Equipment, Customer may, upon the exhaustion of the funding authorized for the then current appropriation period, return the Equipment to CFS, at Customer's expense and in accordance with this Agreement, and thereupon, Customer shall be released of its obligation to make Payments to CFS due thereafter, provided: (1) the Equipment is returned to CFS as provided for in the Agreement; (2) the above described notice states the failure of the legislative body or funding authority to appropriate the necessary funds as the reason for cancellation; and (3) such notice is accompanied by payment of all amounts then due to CFS under this Agreement. In the event Customer returns the Equipment pursuant to the terms of this Agreement, CFS shall retain all sums paid by Customer. If the provisions of this paragraph are utilized by Customer, Customer agrees not to purchase, lease, or rent any other functionally similar equipment for the balance of the scheduled term of this Agreement following Customer's exercise of its termination rights herein. This paragraph will not be construed so as to permit the Customer to terminate the Agreement in order to acquire any other equipment or obtain funds directly or indirectly to perform essentially the same application for which the Equipment is intended.
- 7. ACCEPTANCE; DELIVERY:** Customer's execution of the Acceptance Certificate, or Customer's provision to CFS of other written confirmation of its acceptance of the Equipment, shall conclusively establish that the Equipment has been delivered to and accepted by Customer for all purposes of this Agreement and Customer may not for any reason revoke that acceptance; however, if Customer has not, within ten (10) days after delivery of the Equipment, delivered to CFS written notice of any non-acceptance of the Equipment, specifying the reasons therefore and specifically referencing this Agreement, Customer shall be deemed to have irrevocably accepted the Equipment. CFS is the lessor and Customer is the lessee of the Equipment under this Agreement. As between CFS and Customer only, this Agreement shall supersede any Customer purchase order. Customer agrees to waive any right of specific performance of this Agreement and to hold CFS harmless from damages if for any reason the Equipment is not delivered as ordered, if the Equipment is unsatisfactory or if CFS does not execute this Agreement. Customer agrees that any delay in delivery of the Equipment shall not affect the validity of this Agreement.
- 8. LOCATION; LIENS; NAMES; OFFICES:** Customer shall not move the Equipment from the location specified herein except with the prior written consent of CFS. Customer agrees that it will keep the Equipment free and clear of all claims and liens other than those created as a result of this Agreement. Customer's legal name (as set forth in its constituent documents filed with the appropriate governmental office or agency) is set forth herein. Upon request, Customer will deliver to CFS certified constituent documents. The chief executive office of Customer is located at the address set forth herein. Customer will not change its name or the location of its chief executive office unless CFS has been given at least 30 days prior written notice thereof and Customer has executed and delivered to CFS such financing statements and other instruments required or appropriate.

**9. USE; FINANCING STATEMENTS:** Customer shall comply with all laws or regulations relating to the use or maintenance of the Equipment. Customer shall put the Equipment only to the use contemplated by the manufacturer of such Equipment. Customer authorizes CFS (and any third party filing service designated by CFS) to execute and file, (a) financing statements evidencing the interest of CFS in the Equipment, (b) continuation statements in respect thereof, and (c) amendments (including forms containing a broader description of the Equipment than the description set forth herein) and Customer irrevocably waives any right to notice thereof.

**10. INDEMNITY:** Customer agrees to reimburse CFS for and to defend CFS against any claim for losses or injury caused by the Equipment. This Section shall survive termination of this Agreement.

**11. MAINTENANCE; ALTERATIONS:** Customer will keep and maintain the Equipment in good working order and shall, at Customer's expense, supply and install all replacement parts and accessories when required to maintain the Equipment in good working condition. Customer shall not, without the prior written consent of CFS, make any changes or substitutions to the Equipment. Any and all replacement parts, accessories, authorized changes and/or substitutions for the Equipment shall become part of the Equipment and subject to the terms of this Agreement.

**12. TAXES; OTHER FEES AND CHARGES; CUSTOMER SHALL PAY AND DISCHARGE WHEN DUE ALL LICENSE AND REGISTRATION FEES, ASSESSMENTS, SALES, USE, PROPERTY AND OTHER TAXES, AND OTHER EXPENSES AND CHARGES,** together with any applicable penalties, interest, now or at any time imposed upon any item of the Equipment, the Payments payable under this Agreement, or Customer's performance or non-performance of its obligations hereunder, whether payable by or assessed to CFS or Customer. If Customer fails to pay any fees, assessments, taxes, expenses, or charges as required by the Agreement, CFS shall have the right but not the obligation to pay those fees, assessments, taxes, expenses, or charges. If such payments are made by CFS, Customer shall promptly reimburse CFS, upon demand, for all such payments made plus administration fees and costs, if any. Customer acknowledges that where required by law, CFS will file any notices and pay personal property taxes levied on the Equipment. Customer shall reimburse CFS for the expense of personal property taxes as estimated and invoiced by CFS and pay CFS a processing fee not to exceed \$50 per year per item of Equipment which is subject to such tax. Customer agrees that CFS has not, and will not, render tax advice to Customer and that the payment of such taxes is an administrative act. ON THE DATE OF THE FIRST SCHEDULED PAYMENT AND THE DATE OF THE FIRST SCHEDULED PAYMENT AFTER THE ADDITION OF ANY EQUIPMENT, CUSTOMER SHALL PAY TO CFS AN ADMINISTRATIVE FEE, IN THE AMOUNT OF \$50, TO REIMBURSE CFS FOR ITS ADMINISTRATIVE AND RECORDING COSTS.

**13. INSURANCE:** Customer, at its sole cost and expense, shall obtain, maintain and pay for (a) insurance against the loss, theft, or damage to the Equipment for the full replacement value thereof, and (b) comprehensive public liability and property damage insurance. All such insurance shall provide for a deductible not exceeding \$5,000 and be in form and amount, and with companies satisfactory to CFS. Each insurer providing such insurance shall name CFS as additional insured and loss payee and provide CFS thirty (30) days written notice before the policy in question shall be materially altered or canceled. Customer shall pay the premiums for such insurance, shall be responsible for all deductible portions thereof, and shall deliver certificates or other evidence of insurance to CFS. The proceeds of such insurance, at the option of CFS, shall be applied to (a) replace or repair the Equipment, or (b) pay CFS the "Remaining Lease Balance." For purposes of this Agreement, the "Remaining Lease Balance" shall be the sum of: (i) all amounts then owed by Customer to CFS under this Agreement; (ii) the present value of all remaining Payments for the full term of this Agreement; plus (iii) any applicable taxes, expenses, charges and fees. For purposes of determining present value under this Agreement, Payments shall be discounted at 6% per year. Customer hereby appoints CFS as Customer's attorney-in-fact to make claim for, receive payment of, and execute and endorse all documents, checks, or drafts for any loss or damage under any such insurance policy. If within ten (10) days after CFS's request, Customer fails to deliver satisfactory evidence of such insurance to CFS, then CFS shall have the right, but not the duty, to obtain insurance with respect to the Equipment satisfactory to CFS, at the expense of the Customer. Customer hereby agrees that CFS shall be entitled to retain any fees earned by it in connection with any insurance obtained under this Agreement. For as long as neither Customer nor CFS has obtained such insurance, Customer shall pay to CFS, upon demand, an amount equal to 5% of the Payment for each billing period.

**14. LOSS DAMAGE:** Customer assumes and shall bear the entire risk of loss, theft, or damage to the Equipment from any cause whatsoever, effective upon delivery to Customer. No such loss, theft or damage shall relieve Customer of any obligation under this Agreement. In the event of damage to any item of Equipment, Customer shall immediately repair such damage at Customer's expense. If any item of Equipment is lost, stolen, or damaged beyond repair, Customer, at the option of CFS, will (a) replace the same with like equipment in a condition acceptable to CFS and convey clear title to such equipment to CFS (such equipment will become "Equipment" subject to the terms of this Agreement), or (b) pay CFS the Remaining Lease Balance. Upon CFS's receipt of the Remaining Lease Balance, Customer shall be entitled to whatever interest CFS may have in such item of Equipment, in its then condition and location, without warranties of any kind.

**15. DEFAULT:** Any of the following events or conditions shall constitute an Event of Default under this Agreement: (a) if Customer defaults in the payment when due of any indebtedness of Customer to CFS, whether or not arising from this Agreement, without notice or demand by CFS; (b) if Customer or any Guarantor ceases doing business as a going concern; (c) if Customer or any Guarantor becomes insolvent or makes an assignment for the benefit of creditors; (d) if a petition or proceeding is filed by or against Customer or any Guarantor under any bankruptcy or insolvency law; (e) if a receiver, trustee, conservator, or liquidator is appointed for Customer, any Guarantor, or any of Customer's property; (f) if any statement, representation or warranty made by Customer or any Guarantor to CFS is incorrect in any material respect; or (g) if Customer or any Guarantor defaults under any loan or credit agreement; or (h) if Customer or any Guarantor who is a natural person dies.

**16. REMEDIES:** Upon the happening of any one or more Events of Default, CFS shall have the right to exercise any one or all of the following remedies (which shall be cumulative), simultaneously, or serially, and in any order: (a) to declare all unpaid Payments and other amounts due and payable under this Agreement with CFS retaining title to the Equipment; (b) to terminate any and all agreements with Customer; (c) with or without notice, demand or legal process, to retake possession of any or all of the Equipment (and Customer authorizes and empowers CFS to enter upon the premises wherever the Equipment may be found) and (i) retain such Equipment and all Payments and other sums paid under this Agreement, (ii) re-lease the Equipment and recover from Customer the amount by which the Remaining Lease Balance exceeds the value attributed to the Equipment by CFS for purposes of calculating the payments under the new agreement, or (iii) sell the Equipment and recover from Customer the amount by which the Remaining Lease Balance exceeds the net amount received by CFS from such sale; or (d) to pursue any other remedy permitted at law or in equity. CFS (i) may dispose of the Equipment in its then present condition or following such preparation and processing as CFS deems commercially reasonable; (ii) shall have no duty to prepare or process the Equipment prior to sale; (iii) may disclaim warranties of title, possession, quiet enjoyment and the like; and (iv) may comply with any applicable state or federal law requirements in connection with a disposition of the Equipment and none of the foregoing actions shall be deemed to adversely affect the commercial reasonableness of the disposition of the Equipment. In the event the Equipment is not available for sale, the Customer shall be liable for the Remaining Lease Balance and any other amounts due under this Agreement. If the proceeds of the sale or re-leasing of the Equipment are not sufficient to pay the balance of any Payments owed by Customer during its then-current appropriation period, CFS may take any other remedy available at law or in equity to require Customer to pay such Payments and perform any of its other obligations under this Agreement.

**17. LATE CHARGES; EXPENSES OF ENFORCEMENT:** If Customer fails to pay any sum to be paid by Customer to CFS under this Agreement on or before the applicable due date, Customer shall pay CFS, upon demand, an amount equal to ten percent (10%) of each such delayed Payment or ten dollars (\$10.00) whichever is greater for each billing period or portion of a billing period such Payment is delayed to the extent permitted by law. The amounts specified above shall be paid as liquidated damages and as compensation for CFS's internal operating expenses incurred in connection with such late payment. In addition, Customer shall reimburse CFS for all of its out-of-pocket costs and expenses incurred in exercising any of its rights or remedies under this Agreement or in enforcing any of the terms or provisions of this Agreement, including, without limitation, reasonable attorney's fees and expenses and fees and expenses of collection agencies, whether or not suit is brought. If CFS should bring court action, Customer and CFS agree that attorney's fees equal to twenty-five percent (25%) of the amount sought by CFS shall be deemed reasonable for purposes of this Agreement.

**18. ASSIGNMENT:** CUSTOMER SHALL NOT ASSIGN OR PLEDGE THIS AGREEMENT IN WHOLE OR IN PART, NOR SHALL CUSTOMER SUBLET OR LEND ANY ITEM OF EQUIPMENT WITHOUT THE PRIOR WRITTEN CONSENT OF CFS. CFS may pledge or transfer this Agreement. Customer agrees that if CFS transfers this Agreement, the new owner will have the same rights and benefits that CFS has now and will not have to perform any of CFS's obligations. Customer agrees that the rights of the new owner will not be subject to any claims, defenses, or set-offs that Customer may have against CFS, including, without limitation, claims, defenses, or set-offs arising out of service obligations, if any, under this Agreement. If Customer is given notice of any such transfer, Customer agrees, if so directed therein, to pay directly to the new owner all or any part of the amounts payable hereunder.

**19. RETURN:** Unless Customer purchases the Equipment as provided in this Agreement, Customer shall, at the termination of this Agreement, return the Equipment at its sole cost and expense in good operating condition, ordinary wear and tear resulting from proper use excepted, to a location specified by CFS. If for any reason Customer shall fail to return the Equipment to CFS as provided in this Agreement by the last day of the applicable term, Customer shall pay to CFS upon demand one billing period's Payment for each billing period or portion thereof that such delivery is delayed.

**20. WARRANTY OF BUSINESS PURPOSE:** Customer represents and warrants that the Equipment will not be used for personal, family, or household purposes.

**21. PERSONAL PROPERTY:** The Equipment shall remain personal property regardless of whether it becomes affixed to real property or permanently rests upon any real property or any improvement to real property.

**22. MAXIMUM INTEREST; RECHARACTERIZED AGREEMENT:** No Payment is intended to exceed the maximum amount of time price differential or interest, as applicable, permitted to be charged or collected by applicable laws, and any such excess Payment will be applied to payments due under this Agreement, in inverse order of maturity, and thereafter shall be refunded. If this Agreement is recharacterized as a conditional sale or loan, Customer hereby grants to CFS, its successors and assigns security interest in the Equipment to secure payment and performance of Customer's obligations under this Agreement.

**23. UCC - ARTICLE 2A: CUSTOMER ACKNOWLEDGES AND AGREES THAT THIS AGREEMENT IS INTENDED AS A "FINANCE LEASE" AS THAT TERM IS DEFINED IN ARTICLE 2A OF THE UNIFORM COMMERCIAL CODE AND THAT CFS IS ENTITLED TO ALL BENEFITS, PRIVILEGES, AND PROTECTIONS OF A LESSOR UNDER A FINANCE LEASE.**

**24. WAIVER OF OFFSET:** This Agreement is a net lease. If the Equipment is not properly installed, does not operate as represented or warranted, or is unsatisfactory for any reason, Customer shall make such claim solely against the supplier, dealer, or manufacturer. Customer waives any and all existing and future claims and offsets against any Payments or other charges due under this Agreement, and unconditionally agrees to pay such Payments and other charges, regardless of any offset or claim which may be asserted by Customer or on its behalf.

**25. NOTICES:** All notices required or permitted under this Agreement shall be sufficient if delivered personally, sent via facsimile, or mailed to such party at the address set forth in this Agreement, or at such other address as such party may designate in writing from time to time. Any notice from CFS to Customer shall be effective three days after it has been deposited in the mail, duly addressed. All notices to CFS from Customer shall be effective after it has been received via U.S. Mail, express delivery, or facsimile machine.

**26. AUTHORITY AND AUTHORIZATION:** Customer represents and agrees that (a) Customer is a state or a political subdivision or agency of a state; (b) that entering into and performance of the Agreement is authorized under Customer's state laws and Constitution and does not violate or contradict any judgment, law, order, or regulation, or cause any default under any agreement to which Customer is party; and (c) Customer has complied with any bidding requirements and, where necessary, has properly presented this Agreement for approval and adoption as a valid obligation on Customer's part. Upon request, Customer agrees to provide CFS with an opinion of counsel as to clauses (a) through (c) above, an incumbency certificate, and other documents that CFS may request, with all such documents being in a form satisfactory to CFS.

**27. FACSIMILE ACCEPTANCE:** Customer agrees that CFS may accept a facsimile copy of this Agreement or any Acceptance Certificate as an original, and that facsimile copies of Customer's signature will be treated as an original and will be admissible as evidence of this Agreement or any other document delivered by facsimile.

**28. NON-WAIVER:** No waiver of any of Customer's obligations, conditions or covenants shall be effective unless contained in a writing signed by CFS. Failure to exercise any remedy which CFS may have shall not constitute a waiver of any obligation with respect to which Customer is in default.

**29. MISCELLANEOUS:** If there should be more than one party executing this Agreement as Customer, all obligations to be performed by Customer shall be the joint and several liability of all such parties. The Customer's representations, warranties, and covenants under this Agreement shall survive the delivery and return of the Equipment. Any provision of this Agreement which may be determined by competent authority to be prohibited or unenforceable in any jurisdiction shall, as to such jurisdiction, be ineffective to the extent of such prohibition or unenforceability without invalidating the remaining provisions of this Agreement. No such prohibition or unenforceability in any jurisdiction shall invalidate or render unenforceable such provision in any other jurisdiction.

**30. GOVERNMENT USE:** Customer agrees that (a) Customer will comply with all information reporting requirements of the Internal Revenue Code of 1986, as amended, including but not limited to the execution and delivery to CFS of information reporting statements requested by CFS, (b) Customer will not do, cause to be done, or fail to do any act if such act will cause the interest portion of the Payments to be or to become subject to Federal income taxation, and (c) the use of the Equipment is essential for Customer's proper, efficient and economic operation, Customer will be the only entity to use the Equipment during the term of this Agreement and Customer will use the Equipment only for Customer's governmental purposes. Upon request, Customer agrees to provide CFS with an essential use letter in a form satisfactory to CFS as to clause (c) above.

**31. GOVERNING LAW; VENUE; WAIVER OF JURY TRIAL:** THIS AGREEMENT HAS BEEN EXECUTED BY CFS IN, AND SHALL FOR ALL PURPOSES BE DEEMED A CONTRACT ENTERED INTO IN, THE STATE OF NEW JERSEY. THE RIGHTS OF THE PARTIES UNDER THIS AGREEMENT SHALL BE GOVERNED BY THE LAWS OF THE STATE OF NEW JERSEY WITHOUT REFERENCE TO CONFLICT OF LAW PRINCIPLES. ANY ACTION BETWEEN CUSTOMER AND CFS SHALL BE BROUGHT IN ANY STATE OR FEDERAL COURT LOCATED IN THE COUNTY OF CAMDEN OR BURLINGTON, NEW JERSEY, OR AT CFS' SOLE OPTION, IN THE STATE WHERE THE CUSTOMER OR THE EQUIPMENT IS LOCATED. CUSTOMER, BY ITS EXECUTION AND DELIVERY HEREOF, IRREVOCABLY WAIVES OBJECTIONS TO THE JURISDICTION OF SUCH COURTS AND OBJECTIONS TO VENUE AND CONVENIENCE OF FORUM. CUSTOMER, BY ITS EXECUTION AND DELIVERY HEREOF, AND CFS BY ITS ACCEPTANCE HEREOF, HEREBY WAIVES ANY RIGHT TO A JURY TRIAL IN ANY SUCH PROCEEDINGS.

# *Technical Services Memo*

**Date:** February 22nd, 2005

**To:** Tom Willi  
County Administrator  
Monroe County BOCC, Florida

**From:** Jim Van Tassel  
Dir - Technical Services  
Monroe County BOCC, Florida

**Subj:** Request for Copier / Scanner / Printer Lease Renewal

This memo's intent is to present an Approval Request to change the make and model of our existing equipment (Xerox) to a Cannon Image Runner 3570. The need for the department to have a copier has already been justified in past years and that need still exists. The current Xerox lease will expire in March of 2005.

This request in particular, pertains to our desire to acquire, install, test and evaluate a model that is brand new on the market and has not as yet been approved on the government approved (GSA) equipment list, but is currently in that process and should be approved within a few months.

Should this model prove to be all that we expect it to be, it would then become a model that is a recommended standard for Monroe County.

Signed and Approval Requested



Jim Van Tassel  
Dir - Technical Services  
Monroe County BOCC, Florida

001385

## Pricing

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A cost-effective solution.

imageRUNNER 3570 48 month lease 402.00 per month this configuration provides your department with the herein described copy/fax/scan and print solution.

Maintenance Supply agreement includes all parts, labor and supplies except paper and staples at a cost of .0195 per copy.

printed only



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A Proposal Prepared For The Canon imageRUNNER 3570

A high-speed digital copier, network printer, network scanner, and office communications hub all in one

**Canon**

## SHI Order Confirmation

Page 1 of 1

## Roth-Cee

From: WebMaster@solutions.shi.com  
Sent: Friday, February 18, 2005 11:45 AM  
To: ROTH-CEE@MONROECOUNTY-FL.GOV  
Subject: Acknowledgement of customer P.O. 00002003



## Order Acknowledgement

Sent From Software House International  
Somerset, NJ Office: 1-800-527-6389  
[www.shi.com](http://www.shi.com)

Order Date: 2/18/2005  
SHI Order #: VJ95K  
PO #: 00002003

Ship To: MONROE COUNTY BOCC  
MC GOVT TECHNICAL SERVICES  
1200 TRUMAN AVE, STE 211  
CEE ROTH PO#00002003  
KEY WEST, FL 33040

Ship Via: AIRBORNE 2ND DAY 5:00PM

SHI Part #	Mfg Part #	Description	Qty	Unit Price	Extended
Y361438	E85-02839	WINDOWS PRO W/ SP2 Version: XP   OS: Windows XP   CD Rom MFR: MICROSOFT WORLDWIDE FULFILLMEN   Language: English, US	1	\$20.25	\$20.25
				Total:	\$20.25

\* This is not an invoice \*

Returns must be made within 30 days of receipt of order, and must be accompanied by an RMA number.

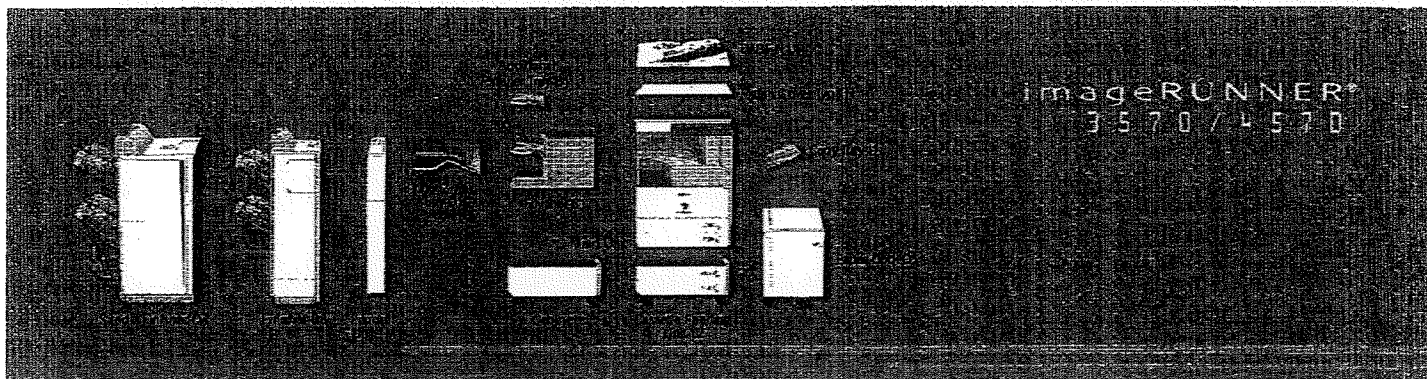
\* Thank you for your order \*

\* Please refer to the SHI order number above for all order inquiries \*

We want to hear from you. If you have any comments regarding the service that you have received from SHI, please Email our Director of Quality at  
[Quality\\_Director@shi.com](mailto:Quality_Director@shi.com)

2/18/2005





### imageRUNNER 3570/4570 Specifications

**Type:** Digital, Multifunction Imaging System  
**Imaging System:** Laser Dry Electrostatic Transfer  
**Developing System:** Dry Mono Component Developing System  
**Fusing System:** RAPID Fusing System™  
**Image Server Memory:** Standard 512MB RAM/20GB HDD  
**First-copy Time:** 3.9 Seconds from Platen Glass  
 5.9 Seconds from Feeder  
**Warm-up Time:** 10 Seconds or Less from Sleep Mode  
 30 Seconds from Main Power Off  
**Copy/Print Speed:** 35/45 ppm (Letter)  
**Max. Mail Boxes Supported:** 100  
**Max. Copy Reservation:** 5 Jobs  
**Actual Resolution:** 600 dpi x 600 dpi  
**Interpolated Resolution:** 2400 dpi x 600 dpi (Print)  
**HalfTone:** 256 Gradations of Gray  
**Duplexing:** Standard Automatic Trayless Duplexing  
**Magnification Reduction/Enlargement:** 25% to 400% — Platen  
 25% to 200% — Feeder  
 (in 1% increments)  
**Exposure Control:** Automatic or Manual (9 Levels)  
**Paper Sources:** Standard:  
 Dual 550-sheet Paper Cassettes  
 (1,100 Sheets)  
 Stack Bypass (30 Sheets)  
 Optional:  
 2,500-sheet Paper Deck (20 lb. Bond)  
 Dual 550-sheet Cassette Feeding Unit  
 (4,750 Sheets Max.)  
**Multiple Copies:** 1 to 999  
**Paper Weights:** 17 lb. to 20 lb. Bond (Cassette)  
 17 lb. to 32 lb. Bond (Stack Bypass)  
**Network Interface:** 10/100Base-T (RJ-45)  
**Connections:** 28-7/8" x 22-1/4" x 27-5/8"  
 (761mm x 565mm x 700mm)  
**Dimensions (H x W x D):** 34" x 27-5/8"  
**Installation Space (W x D):** 190 lb. (86.2kg) Power  
**Weight:** 120V/AC, 60Hz, 10A  
**Requirements:** 1.35kW (Max.)  
**Power Consumption:** Organic Photo Conductor (OPC) —  
 Drum  
 Estimated Yield: 85,000 Impressions  
**Toner Yield:** 24,000 @ 5% Coverage  
**Optional Accessories:**  
**Universal Send Kit-B1**  
**Sending Methods:** E-mail, Fax, Super G3 Fax (Optional),  
 User Inbox, File Server (FTP, FTP, SMB)  
**Address Book Capacity:** Max. 1,800 Destinations  
 Max. 5 LDAP Servers  
**File Format:** TIFF, PDF, Optional PDF (OCR)  
**Sending Size:** Statement to 11" x 17"

**Duplexing Automatic Document Feeder-H1**  
**Acceptable Originals:** Statement to 11" x 17" Capacity:  
 50 Sheets (20 lb. Bond/Letter)  
 13 lb. to 32 lb. Bond  
**Max. Paper Weight:** 13 lb. to 32 lb. Bond  
**Cassette Feeding Unit-Y2**  
**Paper Capacity:** Dual 550-sheet Paper Cassettes  
 (1,100 Sheets/20 lb. Bond)  
**Acceptable Paper Sizes:** Statement-R to 11" x 17"  
**Acceptable Paper Weights:** 17 lb. to 20 lb. Bond  
**Paper Deck-Q1**  
**Paper Deck Capacity:** 2,500 Sheets (20 lb. Bond)  
**Paper Size:** Letter  
**Acceptable Paper Weights:** 17 lb. to 20 lb. Bond  
**Inner 2-Way Tray-D1**  
**Number of Trays:** 2 Trays  
**Tray Capacity:** 250 Sheets (Letter)  
**Lower Output Tray:** 100 Sheets (Other Sizes)  
**Upper Output Tray:** 100 Sheets (Letter)  
**Copy Tray-J1 (Optional):** 50 Sheets (Other Sizes)  
**Acceptable Paper Sizes:** 150 Sheets (Letter)  
**Acceptable Paper Weights:** Statement to 11" x 17"  
**Copy Tray-J1**  
**Finisher-S1**  
**Number of Trays:** 1 Tray (2nd Tray Optional)  
**Tray Capacity:** Non-collate, Collate,  
 Group Mode:  
**Staple Mode:** 1,000 Sheets (Letter, Statement)  
 1,000 Sheets/30 Sets  
**Tray Capacity:** (with Additional Finisher Tray-B1)  
**Non-collate, Collate, Group Mode:** 300 Sheets per Tray (Letter, Statement)  
**Staple Mode:** 300 Sheets/30 Sets per Tray (Letter)  
**Staple Position/Size:** 150 Sheets/30 Sets (Legal, 11" x 17")  
 Corner Stapling  
 (11" x 17", Legal, Letter, Letter-R)  
**Max. Stapling Capacity:** 50 Sheets (Letter)  
**Attachable Accessories:** Puncher Unit-R1  
 Additional Finisher Tray-B1  
 Copy Tray-J1  
**Finisher-Q3/Saddle Finisher-Q4**  
**Number of Trays:** 2 Trays  
**Tray Capacity:** Non-collate, Collate,  
 and Group Mode:  
**Staple Mode:** 1,000 Sheets (Letter, Statement)  
 500 Sheets (11" x 17", Legal, Letter-R)  
 1,000 Sheets/30 Sets (Letter)  
 500 Sheets/30 Sets (11" x 17", Legal, Letter-R)

**Max. Stapling Capacity:** Correct, Double:  
 50 Sheets (Letter), 30 Sheets  
 (Letter-R, Legal, 11" x 17")  
**Saddle-stitching (Available on Saddle Finisher-Q4 Only):** Letter-R, Legal, 11" x 17"  
**Acceptable Paper Sizes:** 1 to 5 Sheets/25 Sets  
**Capacity/Tray:** 6 to 10 Sheets/15 Sets  
 11 to 15 Sheets/10 Sets  
 15 Sheets  
**Max. Stapling Capacity/Set:** V-fold  
**Attachable Accessories:** Puncher Unit-M1  
**Super G3 Fax Board-Q1/G3 Multi-Line Fax Board-D1**  
**Applicable Line:** Public Switched Telephone  
 Network (PSTN)  
**Connection Lines:** Super G3 Fax Board-Q1: One  
 Super G3 Multi-Line Fax Board-D1: Two  
**Sending/Original Sizes:** Statement to 11" x 17"  
 (from Document Feeder)  
**11" x 17" Recording/Printing Sizes:** Statement to  
**Multi-PCL Printer Kit-E1**  
**Processor:** Canon Custom Processor—Shared  
**RAM:** 512MB—Shared  
**Hard Disk:** 20GB—Shared  
**PCL Support:** PCL 5e, PCL 6, PostScript 3  
 Emulation, UFR II  
**Interface Connections:** Standard:  
 RJ-45 (10/100 Base-T), USB 2.0  
**Optional:** High-speed  
 Wireless LAN\*  
**\* 98/Me/2000/XP/Network OS:** Windows  
 Windows NT \* 4.0/Server 2003  
 Macintosh \* OS 8.0 or Later (PPD)  
 Solaris \* 1.1x, 2.5x or Later  
 Novell \* NetWare \* v3.2, 4.1, 4.11, 4.2,  
 \* 5.1, 6, 6.5 (IPX/SPX)  
**Additional Optional Accessories and Utilities:**  
 Platen Cover Type H  
 Puncher Unit-R1/M1  
 Cabinet  
 Envelope Feeder Attachment-C1  
 Accessibility Handle-A1  
 Braille Label Kit-A1  
 Copy Tray-J1  
 Document Tray-J1  
 Card Reader-C1  
 Card Sets  
 Universal Send PDF Enhancement Kit-B1  
 imageRUNNER Security Kit-A2  
 eCopy Suite/SecureScan OP  
 Bar Code Printing Kit\*  
 Web PullPrint Kit\*  
 Encryption Secure Print Kit\*  
 Wireless LAN Kit\*  
 Voice Operation Kit\*  
 Remote Operator's Software Kit\*  
 Removable HDD Kit\*

\* Available in 2005. Check with your local Authorized Canon Dealer for availability.

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## Summary

In summary, thank you again for the opportunity to discuss your document imaging needs and propose the Canon solution. The proposed Canon imageRUNNER 3570 will meet and/or exceed each of your requirements.

The imageRUNNER 3570 is backed by Sands of the Keys a firm dedicated to providing excellent customer value. This is shown through its #1 market share and quality of business ratings throughout the Florida Keys.

In addition, Canon's ability to consistently create technological breakthroughs (ranked #3 worldwide in patents) helps you enjoy an excellent upgrade path. This further enhances your return on investment.

Sands is committed to achieving your goals immediately and for the long term. Thank you for your time and attention and we look forward to providing you with excellent products and support.



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A Proposal Prepared For The Canon imageRUNNER 3570  
A high-speed digital copier, network printer, network scanner, and office communications hub all in one

**Canon**